



# County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, California 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA  
Chief Executive Officer

August 5, 2008

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

Board of Supervisors  
GLORIA MOLINA  
First District

YVONNE B. BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

**DEPARTMENT OF PUBLIC HEALTH: AMENDMENT TO AGREEMENT WITH  
ATLAS DATABASE SOFTWARE CORPORATION  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**CIO RECOMMENDATION: [ X ] APPROVED**

**SUBJECT**

Request approval to amend an existing software programming and services Agreement to increase the total maximum obligation and to extend the contractual term through August 9, 2009, with a 12-month automatic renewal through August 9, 2010, contingent upon the availability of federal funding.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Delegate authority to the Director of the Department of Public Health (DPH), or his designee, to execute Amendment Number 8 (Exhibit I) (Amendment), to Agreement Number H-701820 (Agreement), with Atlas Database Software Corporation (Atlas) for software programming services, to increase the maximum obligation by \$349,185 from \$3,288,918 to \$3,638,103, effective August 10, 2008 through August 9, 2009, 100 percent offset by forthcoming funds from the Centers for Disease Control and Prevention (CDC), Public Health Preparedness and Response for Bioterrorism Cooperative Agreement, Notice of Award (NA) 5U90TP917012-09, with provision for a 12-month automatic renewal effective August 10, 2009 through August 9, 2010, contingent upon the availability of federal funding.

*"To Enrich Lives Through Effective And Caring Service"*

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Intra-County Correspondence Sent Electronically Only**

2. Delegate authority to the Director of DPH, or his designee, to execute amendments to the Agreement to increase/decrease the maximum obligation by no more than 30 percent of the contractual obligation as of the effective date of the Amendment, contingent upon the availability of federal funding and 100 percent funded by federal funding, subject to review and approval by County Counsel, Chief Executive Office, Chief Information Office and notification of Board offices.

#### **PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION**

Approval of the recommended actions will allow DPH to increase funding and extend the term of the Agreement. The increased funding will be used for: a.) continued hosting, maintenance and support of the Visual Confidential Morbidity Report software (vCMR software); b.) continuous adaptation of the Mini-Public Health Information Link (PHIL), syndromic surveillance, and electronic laboratory reporting to achieve compliance with the CDC's Public Health Information Network and National Electronic Disease Surveillance Systems (NEDSS); and c.) ongoing development and implementation of disease outbreak management custom enhancements. The vCMR software is a web-based advanced electronic disease reporting software system designed to report disease and surveillance epidemiology incidences and detect bioterrorism-related outbreaks. Atlas is responsible for developing, maintaining, supporting, hosting, modifying and enhancing the vCMR software to ensure full compliance with the CDC's PHIL and NEDSS requirements.

Failure to obtain your Board's approval will prevent the completion of vCMR software enhancements and result in non-compliance with the CDC's grant requirements.

#### **Implementation of Strategic Goal Plan**

These actions support Goal 1, Service Excellence, Goal 7, Health and Mental Health and Goal 8, Public Safety of the County Strategic Plan.

### **FISCAL IMPACT/FINANCING**

Amendment Number 8 will increase the Agreement maximum obligation by \$349,185 from \$3,288,918 to \$3,638,103, effective August 10, 2008 through August 9, 2009, 100 percent offset by the forthcoming NA, with a provision for a 12-month automatic renewal effective August 10, 2009 through August 9, 2010, contingent upon receipt of the 2009-10 CDC NA funding, at no net County cost.

Funding for this action is included in DPH's Fiscal Year (FY) 2008-09 Adopted Budget and will be included in future FYs, as necessary.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Agreement with Atlas was originally executed on September 1, 2005. With your Board's approval of this proposed action, the Agreement will be extended through August 10, 2009 with a provision for a 12-month automatic renewal through August 9, 2010.

County Counsel has reviewed and approved Exhibit I as to form. The Chief Information Office (CIO) concurs with DPH's recommendations and has provided the CIO Analysis Report (Exhibit II).

### **CONTRACTING PROCESS**

On November 1, 2005, your Board delegated authority to the Director of Health Services (now DPH) to execute the Agreement with Atlas for annual maintenance services and to support new programming modifications to enhance vCMR software in the annual amount of \$912,050 for the period of September 1, 2005 through August 31, 2006, 100 percent offset by CDC funds with provisions for an automatic renewal through August 31, 2007 and to increase the maximum obligation up to 25 percent.

On May 2, 2006, your Board authorized DPH to sign Amendment Number 1 to the Agreement which increased the annual maximum obligation from \$912,050 to \$1,408,211, 100 percent offset by CDC funds, for establishing electronic lab reporting, effective upon date of Board approval through August 31, 2007, with a provision for a 12-month extension through August 31, 2008.

On August 3, 2006, DPH notified your Board that DPH would be exercising the previously approved delegated authority to increase the maximum obligation and executed Amendment Number 2 to the Agreement which increased the annual maximum obligation from \$1,408,211 to \$1,748,236, 100 percent offset by CDC funds, for mapping and coding of laboratory test catalogues and the expansion of emergency department surveillance.

On February 20, 2007, your Board authorized DPH to execute Amendment Number 3 to the Agreement which increased the annual maximum obligation from \$1,748,236 to \$1,964,702, 100 percent offset by CDC funds, for continuing annual maintenance and support.

On April 10, 2007, your Board delegated authority to DPH to execute Amendment Number 4 to the Agreement which increased the annual maximum obligation from \$1,964,702 to \$2,448,097 and delegated authority to DPH to increase the maximum obligation by 30 percent, 100 percent offset by CDC funds, for modification and enhancements of disease reporting systems.

On August 12, 2007, DPH notified your Board that DPH was exercising its 30 percent delegated authority and under Amendment Number 5 would be increasing the maximum obligation of the Agreement by \$566,466 from \$2,448,097 to \$3,014,563, 100 percent offset by CDC funds, for modifications and interface enhancements of vCMR software to support bioterrorism preparedness, surveillance and epidemiological response.

On April 28, 2008, DPH notified your Board that DPH would be exercising the delegated authority approved by your Board on February 6, 2008, to amend the term of the Agreement from August 30, 2008, to August 9, 2009, under Amendment Number 6, to align with the term of the CDC's NA.

On May 13, 2008, your Board approved Amendment Number 7 which increased the maximum obligation of the Agreement by \$274,355 from \$3,014,563 to \$3,288,918, 100 percent offset by CDC funds, for continuing annual maintenance and support.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of this action will allow for continued hosting, maintenance and support of the vCMR software, as well as system modification of the Mini-PHIL, syndromic surveillance, electronic laboratory reporting, PHIL/NEDSS compliance, and disease outbreak management custom enhancements.

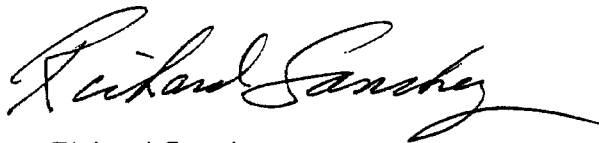
Honorable Board of Supervisors  
August 5, 2008  
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**CONCLUSION**

When approved, DPH requires four signed copies of the Board's action.

Respectfully submitted,

  
WILLIAM T FUJIOKA  
Chief Executive Officer

  
Richard Sanchez  
Interim Chief Information Officer

WTF:SRH:SAS  
MLM:RFM:yb

Attachments (2)

c: County Counsel  
Director and Health Officer, Department of Public Health

080508\_DPH\_Atlas Amend 8

**SOFTWARE PROGRAMMING AND SERVICES AGREEMENT**

**AMENDMENT NO. 8**

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2008,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

ATLAS DATABASE SOFTWARE  
CORPORATION (dba Atlas  
Development Corporation) (hereafter  
"Contractor").

WHEREAS, reference is made to that certain document entitled "SOFTWARE PROGRAMMING AND SERVICES AGREEMENT", dated November 1, 2005, and further identified as County Contract No. H-701820 and any amendments thereto (together with all exhibits and attachments thereto, all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties to amend Agreement to revise the County's maximum obligation; and Scope of Work of this Agreement and make other changes described in this Amendment; and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties; and

NOW, THEREFORE, the parties hereby agree as follows:

1. Capitalized terms used in this Amendment without definition have the same meanings given to such terms in the Agreement.

2. This Amendment shall be effective upon date of Board approval through August 9, 2009, with provision for a twelve-month automatic renewal effective August 10, 2009 through August 9, 2010, which automatic renewal occurs in as provided for under the Agreement.

Contractor shall not proceed with the work acquired under this Amendment until Contractor has contacted the County's Project Director and has received approval to proceed. The approval to proceed shall be contingent upon the availability of federal funds.

3. Agreement Paragraph 5, TERM, shall be revised as follows:

"5. TERM: This Agreement shall be effective September 4, 2005 and shall continue in full force and effect through August 9, 2009, with provision for a twelve (12) month automatic renewal through August 9, 2010, contingent upon future federal funding.

In the event funding is not obtained, County shall make every effort to notify Contractor of County's inability to extend the Agreement as soon as possible. However, in no way shall County's inability to notify Contractor of such lack of funding impact County's right not to extend the

Agreement. Further, Contractor agrees all automatic extension shall be subject to review and approval by County Counsel, Chief Executive Office and Chief Information Office and to notification to County's Board of Supervisors."

4. Agreement Paragraph 8, CONTRACT SUM, Subparagraph 8.1, GENERAL, shall be revised to read as follows:

"8.1 GENERAL:

The Contract Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all tasks, subtasks, deliverables, goods, services and other work requested and specified under this Agreement. All work completed by Contractor must be approved in writing by County. If County does not approve work in writing, no payment shall be due to Contractor for that work. The Contract Sum, including all applicable taxes, authorized by County hereunder shall not exceed Three Million Six Hundred Thirty-Eight Thousand One Hundred Three Dollars (\$3,638,103), for the term of this Agreement. The Contract Sum may be increased from time to time after the effective date of Amendment No. 8 to the



Agreement at County's discretion through authority granted to the Director under Amendment No. 8 to the Agreement, up to thirty percent (30%) of the Contract Sum as of the effective date of Amendment No. 8 to the Agreement, contingent upon the availability of federal funds.

Notwithstanding any other provision of this subparagraph, Contractor shall fully perform and complete all work required of Contractor by this Agreement in exchange for the amounts to be paid to Contractor as set forth in this Agreement.

The Contract Sum shall not be adjusted for any costs or expenses whatsoever of Contractor."

5. Paragraph 49 of the Agreement shall be revised to read as the following:

"49. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

- A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

- B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that the Contractor is not responsible, County may, in addition to other remedies provided in the contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time which generally will not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.
- C. County may debar a Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any term of this Agreement or other contract with County or a nonprofit corporation created by County; (2) committed an act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or

business honesty, or (4) made or submitted a false claim against the County or any other public entity.

- D. If there is evidence that Contractor may be subject to debarment, the Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.
- E. County's Contractor Hearing Board will conduct a hearing where, evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, County's Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and Director shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the County's Board of Supervisors.
- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of County's Contractor Hearing

Board shall be presented to County's Board of Supervisors.

County's Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of County's Contractor Hearing Board.

- G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of County.
- H. County's Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds

for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, County's Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, County's Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by County's Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

County's Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. County's Contractor Hearing Board shall present its proposed decision and recommendation to County's Board of Supervisors. County's Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation or County's Contractor Hearing Board.

- I. These terms shall also apply to subcontractors of County contractors."

6. Exhibit A, STATEMENT OF WORK, to the Agreement shall be supplemented with the Tasks and Deliverables set forth on Addendum No. 8A to this Amendment, attached hereto, and incorporated herein by reference.

7. Exhibit B, SCHEDULE OF DELIVERABLES AND PAYMENTS, to the Agreement shall be supplemented with the schedule set forth on Addendum No. 8B to this Amendment, attached hereto, and incorporated herein by reference.

8. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health

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Services and contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Jonathan E. Fielding, M.D., M.P.H.  
Director and Health Officer

ATLAS DATABASE SOFTWARE CORPORATION  
dba ATLAS DEVELOPMENT CORPORATION  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title  
\_\_\_\_\_  
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM  
BY THE OFFICE OF COUNTY COUNSEL:  
RAYMOND G. FORTNER, JR.  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

DEPARTMENT OF PUBLIC HEALTH

By \_\_\_\_\_  
Gary T. Izumi, Chief  
Contracts and Grants Division

AMENDMENT00664.rdt

**STATEMENT OF WORK**

Fiscal Year 08/09

**Amendment No.8****(Total Funds Received = \$349,185)****Contract No.H-701820-8****\*Fulfills CDC Outcome and Critical Task (as indicated)****VISUAL CONFIDENTIAL MORBIDITY REPORT (vCMR)**

1.13 **TASK NO.7 MAINTENANCE AND HOSTING** – Maintenance and Support,  
Third Party Software, Hosting, and Proprietary License Fees for six months and  
as listed below: **\*(2A:CT1c)**

1.13.1.3 vCMR Software Maintenance and Support for 6 months= **\$42,500**

1.13.2.3 Six-month Third Party Software Maintenance for the following software  
products to support current and future Users of VCMR:

• Cache (125 users)	=	\$ 7,650
• Cache Shadowing (120 Users )	=	6,000
• Melissa Data (Address Standardization)	=	1,250
• Ferguson Cache	=	1,800
• Nevada Cache	=	<u>1,800</u>
<b>Subtotal</b>		<b>\$18,500</b>

1.13.3.3 Six-month Hosting fees for the following to support current and future Users of  
vCMR

• vCMR Hosting (IS West Data Center)	=	\$21,500
• ECI Server Hosting (\$1,400/month)	=	8,400
• Lab Works Server Hosting (\$1,400/month )	=	8,400
• vCMR Demo Server Hosting (\$700/month)	=	<u>4,200</u>
<b>Subtotal</b>		<b>\$42,500</b>

1.13.4.3 Atlas Proprietary License Fees for six months:

• ADDS	=	\$ 295
• ARNOLD	=	900
• LabWorks	=	325
• ECI (Enhanced Case Investigation)	=	513
• AtlasConnect (\$833.34/month)	=	5,000
• Web CMR CD Keys (\$450 mthly)	=	<u>2,700</u>
<b>Subtotal</b>		<b>\$ 9,733</b>

1.13.5.3 **Dedicated IT resource for hardware and network support,  
implementation, training, documentation, ongoing production support  
(ELR, vCMR, Syndromic, etc.) for six months: \$15,000/month = \$90,000**

**Total                    \$203,323**



**1.14 DELIVERABLE NO.7 MAINTENANCE AND HOSTING**

- 1.14.1.3 Contractor shall provide Maintenance and Support Services as outlined in Task NO.7 - 1.13.1.3 above.
- 1.14.2.3 Contractor shall provide Third Party Software as outlined in Task NO.7 - 1.13.2.3 above.
- 1.14.3.3 Contractor shall provide Hosting Services as outlined in Task NO.7 - 1.13.3.3 above.
- 1.14.4.3 Contractor shall provide Proprietary License Fees as outlined in Task NO.7 - 1.13.4.3 above.
- 1.14.5.3 Contractor shall provide dedicated IT resource as outlined in Task NO.7 - 1.13.5.3 above.

**1.15 TASK NO.8 OPTIONAL PROGRAM SUPPORT, ADDITIONAL TRAINING, AND ADDITIONAL PROGRAM MODIFICATIONS USING STANDARD POOL HOURS: \* (2A:CT1c)**

- 1.15.6 Add 1006.6 ( 1006.6 x \$145 = \$145,952) Standard Pool Hours to provide future program modifications and enhancements to all components and interfaces of Visual CMR, including enhancements to support bioterrorism preparedness, surveillance, and epidemiological response pursuant to Standard Pool Hours of **Exhibit B-8** Schedule of Deliverables and Payments.

**Modifications will include but not limited to the following:**

- Continued modification and enhancement of VCMR to:
  - Syndromic Surveillance: Continue enhancements of early event detection for identification and tracking of health intelligence information.
  - Mysis LIS Vendor: Continue Electronic Reporting to facilitate parsing of lab reports to other Public Health Programs.
  - Mini-PHIL: Implementation of system to support changes needed to identify new lab reports not included in original electronic lab reporting system.
  - Enhance WebvCMR, vCMR Outbreak Module and Nurse Practice Management System.

- Implement interoperable systems consistent with the Public Health Information Network(PHIN) requirements.
- Unanticipated enhancements to meet the future needs of ACDC and other Public Health Programs

Upon County's written request for modifications and enhancements, Contractors shall provide a change order indicating number of hours and a fixed price proposal describing the work to be completed. County's Project Director or his designee shall have the authority to approve Contractor's proposal.

1.16 DELIVERABLE NO.8 OPTIONAL PROGRAM SUPPORT, ADDITIONAL TRAINING AND ADDITIONAL PROGRAM MODIFICATIONS USING STANDARD POOL HOURS:

- 1.16.6. **1006.6** Standard Pool Hours (\$145,952) will be used to provide future program modifications and enhancements to all components and interfaces of Visual CMR, including enhancements to support bioterrorism preparedness, surveillance, and epidemiological response as requested by the County's Project Director or his designee pursuant to subparagraph 1.15.6.

If requested in writing and number of hours and fixed price proposal are accepted by County's Project Director or his designee, Contractor shall provide modifications and enhancements as set forth in Task No.8 above.

**SCHEDULE OF DELIVERABLES AND PAYMENTS**

**Atlas Development – Visual Confidential Morbidity Report  
(vCMR)**

**Contract No. H-701820**

**Atlas Software Agreement- Amendment No. 8  
(\$349,185)**

<b>Deliverable No.</b>	<b>SOW Item No.</b>	<b>Deliverable Title</b>	<b>Amount Payable</b>
<b>No.7</b>	<b>1.14</b>	Six- month (8/10/08 to 2/9/09)	
	<b>1.14.1.3</b>	Maintenance and support	<b>\$ 42,500</b>
	<b>1.14.2.3</b>	Third Party Software	<b>\$ 18,500</b>
	<b>1.14.3.3</b>	Hosting Fees	<b>\$ 42,500</b>
	<b>1.14.4.3</b>	Proprietary License Fees	<b>\$ 9,733</b>
	<b>1.14.5.3</b>	Dedicated Resource Support	<b><u>\$ 90,000</u></b>
			<b>\$203,233</b>
<b>No.8</b>	<b>1.16</b>	Standard Pool Hours	<b>\$145,952</b>
	<b>1.16.5</b>	( 1006.6 hours @ \$145 a hour) <ul style="list-style-type: none"><li>• Syndromic Surveillance</li><li>• Mini-PHIL</li><li>• Electronic Lab Reporting</li><li>• WebvCMR</li><li>• PHIN Compliance</li><li>• Other user-defined enhancements</li></ul>	
<b>Total</b>			<b>\$349,185</b>

DEPARTMENT OF PUBLIC HEALTH RENEWAL AGREEMENT  
WITH ATLAS DATABASE SOFTWARE CORPORATION  
COUNTY AGREEMENT NO. 701820 - AMENDMENT NO. 8

**Contract Type:**

**New/Revised Contract Term:**    **Base Term:** 1 Year                      **# of Option Yrs:** 1 Year  
**Automatic Renewal**

### Contract Components:

**Project Executive Sponsor:** Jonathan Fielding, M.D., M.P.H, Director and Health Officer

Y-T-D Contract Expenditures	\$3,288,918
Requested Contract Amount	\$ 349,185
Aggregate Contract Amount	\$3,638,103

Yes	No	Question
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project legislatively mandated?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project subvented? If yes, what percentage is offset? 100% by Center for Disease Control and Prevention (CDC), Bioterrorism Preparedness Response (BPR) redirected funds.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved.

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project's technology solution comply with County of Los Angeles IT Directions Document?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT Standards?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS).

**Project/Contract Description:**

The Department of Public Health (DPH) is recommending that your Board delegate authority to its Director, or his designee, to sign Amendment No. 8 to Agreement H-701820, with Atlas Database Software Corporation (Atlas) for software programming and related services, to increase the total maximum obligation by \$349,185 from \$3,288,918 to \$3,638,103, effective upon Board approval through August 9, 2009, with provisions for an automatic one-year renewal through August 9, 2010. These funds are 100% offset by a Federal Centers for Disease Control and Prevention (CDC) funding, resulting in no Net County Costs.

Additionally, this Amendment would delegate authority to the Director of DPH, or his designee, to execute additional amendments to increase/decrease the maximum obligation up 30 percent of the then total contractual obligation, contingent upon the availability of federal funding and would be subject to review and approval by County Counsel, Chief Executive Office, Chief Information Office (CIO), and notification of Board offices.

**Background:**

On September 10, 1996, the Board accepted funding from the Center for Disease Control and Prevention (CDC) to develop and maintain a surveillance response to infectious diseases programs. On May 19, 1998, the Board approved an Agreement with Atlas to assist DPH in the development of the Visual Confidential Morbidity Report System (vCMR).

On November 1, 2005, a Renewal Agreement with Atlas was approved by the Board to provide for additional software programming tasks and deliverables in the amount of \$912,050, effective September 1, 2005 through August 31, 2006, with an automatic extension through August 31, 2007 and delegated authority to execute amendments to the Agreement.

Subsequently, the following seven Amendments were approved:

Amend. #.	Description
1	Approved by the Board on May 2, 2006, increased the maximum obligation by \$496,161 from \$912,050 to \$1,408,211, effective through August 31, 2008.
2	Approved by DPH (under Board authorized delegated authority) on August 3, 2006, increased the maximum obligation by \$340,025 from \$1,408,211 to \$1,748,236.
3	Approved by the Board on February 20, 2007, increased the maximum obligation by \$216,466 from \$1,748,236 to \$1,964,702.
4	Approved by the Board on April 10, 2007, increased the maximum obligation by \$483,395 from \$1,964,702 to \$2,448,097 and extended the Agreement through August 31, 2008.
5	Approved by DPH (under Board authorized delegated authority) on August 12, 2007, increased the maximum obligation by \$566,466 from \$2,488,097 to \$3,014,563.
6	Approved by DPH (under Board authorized delegated authority) on April 9, 2008, revised the contractual term (backward) from August 31, 2008, to August 9, 2008, and added language required by CDC to allow the performance of external audits.
7	Approved by the Board on May 13, 2008, increased the maximum obligation of the Agreement by \$274,355 from \$3,014,563 to \$3,288,918, 100 percent offset by CDC funds.

These Amendments, 100% funded by CDC grants, provided for the increase of programming tasks and deliverables, continued implementation of electronic interfaces at laboratories throughout Los Angeles County, modification of the program's database, support for the bioterrorism preparedness, surveillance, and epidemiological response systems, and enhancement of program modifications, development, hosting and maintenance of vCMR.

**Project Justification/Benefits:**

DPH needs to increase the standard pool hours available for future modifications and enhancements to the vCMR. These additional pool hours will provide assigned staff additional time to continue to:

- Allow for the continued hosting, maintenance and support of the vCMR system by Atlas;
- Provide for the ongoing enhancement of vCMR to facilitate and improve the reporting of communicable disease and outbreaks which includes bioterrorism related outbreaks;
- Improve internal communication of disease outbreaks process and facilitate data sharing and exchange with other local, state and federal public health departments;
- Facilitate integration of surveillance systems that can transfer appropriate public health, laboratory, and clinical data efficiently and securely; and
- Ensure full compliance with CDC's Public Health Information Network and National Electronic Disease Surveillance Systems requirements.

**Project Metrics:**

Improvements made to vCMR and related third-party software as a result of this Amendment will greatly enhance DPH's ability to respond to acts of bioterrorism and stay in compliance with CDC requirements. Success of this project can be measured by the overall improvements made to vCMR and DPH's ability to remain in full compliance with CDC requirements.

**Impact on Service Delivery or Department Operations if Proposal Is Not Approved:**

Continuing software maintenance and hosting services are critical to the reliable capture, reporting and management of contagious diseases within Los Angeles County and the State of California. If this Amendment No. 8 is not approved, DPH will have to discontinue necessary ongoing problem correction activities and updates to the applications to ensure the security of the data collected.

Further, unless necessary improvements and enhancements are made to vCMR, as required by CDC, further funding from CDC would be greatly jeopardized.

**Alternatives Considered:**

No other alternatives were considered. Atlas is the developer of the application and is in a unique position to provide the maintenance and hosting services.

**Project Risks:**

There are no significant risks to DPH or to the County identified in this Amendment No. 8.

**Risk Mitigation Measures:**

The CIO has determined that no risk mitigation measures are necessary.

**Financial Analysis:**

Amendment No. 8 will increase the total maximum County obligation by \$349,185 from \$3,288,918 to \$3,638,103, 100% funded by the Centers for Disease Control and Prevention (CDC), Public Health Preparedness and Response for Bioterrorism Cooperative Agreement. There are no net County costs incurred under this action.

**CIO Concerns:**

The CIO has no major concerns with this Amendment.

**CIO Recommendations:**

The CIO recommends Board approval of Amendment No. 8.

**CIO APPROVAL**

Date Received: July 11, 2008

Prepared by: Earl Bradley

Date: July 15, 2008

Approved: 

Date: July 15, 2008